

**SERIAL 05086 - IGA CUSTOM EVIDENCE BAGS W/SEAL,
PHX IFB 05-084 (NIGP CODE 66500)**

IFB 05-084

CONTRACT PERIOD BEGINNING MAY 18, 2005 ENDING MAY 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CUSTOM EVIDENCE BAGS W/SEAL,
PHX IFB 05-084 (NIGP CODE 66500)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the City of Phoenix Contract IFB 05-084. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) 0100841, 0100842, 0100843, 0100844.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

AWARD PACKAGE CHECKLIST

PROCUREMENT OFFICER CERTIFIES THAT THIS PROCUREMENT WAS CONDUCTED IN ACCORDANCE WITH THE MARICOPA COUNTY
PROCUREMENT CODE.

SERIAL #: 05086-IGA	IGA AWARD
TITLE: Custom Evidence Bags with Seal, Phx IFB 05-084 (NIGP Code 66500)	
BUYER SIGNATURE:	APPROVED:
DATE:	

Code	Provision	Action	Documentation in File *
NEW SOLICITATIONS			
Department Policy	Department Status Letter all Solicitations	Procurement Officer	n/a
MC1-313	Multiple-Source Contracting (Multiple Award)	Procurement Officer	n/a
MC1-323	Procurement Summary (Buyers Determination for Award)	Procurement Officer	n/a
Department Policy	Sourcing Determination	Procurement Officer	n/a
MC1-324	Only one bid received	Procurement Officer	n/a
RFP AND MULTI-STEP			
MC1-325	Multi-Step Sealed Bidding	Director	n/a
MC1-326	Phase one of Multi-Step Sealed Bidding - Unacceptable	Procurement Officer	n/a
MC1-326	Phase one of Multi-Step Sealed Bidding - Acceptable	Procurement Officer	n/a
MC1-329	Competitive sealed proposals (DETERMINATION) - RFP	Director	n/a
MC1-335B 334	Not susceptible for Award	Procurement Officer	n/a
Department Policy	Preliminary Review (RFP/Multi-Step/ROQ)	Procurement Officer	n/a
Department Policy	Evaluation Team Score Sheets (RFP, ROQ or Multi-Step)	Procurement Officer	n/a
State Statute	Non-Disclosure Evaluation Committee Statement (RFP/MS/ROQ)	Procurement Officer	n/a
ALL SOLICITATIONS			
MC1-351	Determination of non-responsibility	Procurement Officer	n/a
Department Policy	Determination of non-responsiveness (include in procurement summary)	Procurement Officer	n/a
MC1-352	Bid Bond Required (Amount if Yes)	Procurement Officer	n/a
MC1-353	Performance Bond Required (Amount if Yes)	Procurement Officer	n/a
County Policy	Insurance Required (Yes or No)	Procurement Officer	n/a
County Policy	Insurance Certificates Required (Yes or No)	Procurement Officer	n/a
MC1-360	Multi-Term Contracts - Exceeding five years	Procurement Officer	n/a
Department Policy	Agency Analysis Letter	Procurement Officer	n/a
Department Policy	Tab Sheet	Procurement Officer	n/a
Department Policy	Minor Informality Memo	Procurement Officer	n/a
Department Policy	Vendor Sheet from Advantage (VEN2) to verify correct vendor registration	Procurement Officer	n/a
County Policy	County Attorney Review of Proposed Contractual Documents	Procurement Officer	n/a
Department Policy	Award Summary Sheet is Correct (BOS or MM Dept Agenda)	Procurement Officer	n/a
RENEWALS/EXTENSIONS ONLY			
MC1-308	Determination of Extension/Renewal	Procurement Officer	n/a
Department Policy	Vendor Renewal Letter(s)	Procurement Officer	n/a
Department Policy	Department Renewal Letter(s)	Procurement Officer	n/a
Department Policy	Market Survey	Procurement Officer	n/a
Department Policy	Signed contracts (grandfathered ROQs only)	Procurement Officer	n/a
Department Policy	Vendor Sheet from Advantage (VEN2) to verify correct vendor registration	Procurement Officer	n/a
Department Policy	Award Summary Sheet is Correct (for BOS or MM Dept Agenda)	Procurement Officer	n/a
IGA CONTRACTS APPROVALS			
Department Policy	Procurement Summary (Buyers Determination for Award)	Procurement Officer	Yes
Department Policy	Buyers Financial Analysis	Procurement Officer	Yes
Department Policy	Award/Use Approval	Procurement Officer	Yes
JUDICIAL AWARDS ONLY			
Department Policy	Approval by Presiding Judge	Procurement Officer	n/a
Department Policy	Approval by Attorney General's Office	Procurement Officer	n/a
DOLLAR INCREASES ONLY			
Department Policy	Department Request	Procurement Officer	n/a
Department Policy	Buyers Concurrence	Procurement Officer	n/a
Department Policy	Previous Dollar Increases (If Applicable)+A26	Procurement Officer	n/a
CONTRACT CANCELLATIONS			
Department Policy	Department Request	Procurement Officer	n/a
Department Policy	Buyers Concurrence	Procurement Officer	n/a
Department Policy	Letter to contractor canceling contract	Procurement Officer	n/a

* BUYER MUST INDICATE N/A IF PROVISION DOES NOT APPLY

ALL DETERMINATIONS ARE TO BE ATTACHED IN CHRONOLOGICAL ORDER TO THIS RECAP.

M E M O R A N D U M

DATE: May 17, 2005

TO: Serial 05086-IGA Custom Evidence Bags with Seal, Phx IFB 05-084 (NIGP Code 66500)

FROM: Andrea Stupka, Procurement Consultant

SUBJECT: DETERMINATION OF IGA

It has been determined that the use of IGA 05-084 with the City of Phoenix for the purchase of a variety of custom plastic evidence bags. This determination is based on a market survey and bids received from solicitation. The use of this IGA is in accordance with the Maricopa County Procurement Code Article 10, INTERGOVERNMENTAL PROCUREMENT.

PRICE AGREEMENT LOAD REQUEST

Please provide the following information with your request to have the Price Agreement loaded in the AMS Advantage system. Omissions or incorrect information will result in the delay of the ability to use this contract for procurements.

CONTRACT NUMBER: 05086-IGA

IGA CONTRACT NUMBER, IF APPLICABLE: Phx IFB 05-084

CONTRACT TITLE (MAX 60 CHARACTERS): Custom Evidence Bags w/Seal, Phx IFB 05-084 (NIGP Code 66500)

START DATE: 05/18/05

END DATE: 05/31/08

BUYER NUMBER: 49

AUTHORIZED DOLLAR LIMIT: \$250,000

VENDOR #: W000003041 X (Bags of Bags)

VENDOR TERMS: Net 30

COMMODITY CODE (C, S OR P SERIES NUMBER): C72 40 09

BLANKET (B) NUMBER, IF AVAILABLE:

BLANKET ORDER DEFINITION AND DESCRIPTION (60 CHARACTER MAX – MUST INCLUDE ANY IGA CONTRACT NUMBER, IF APPLICABLE):

Commodity code: 0100841

Description: BAG SMALL P&E PLASTIC 9 1/2 X 4 1/2

Unit cost: \$0.27793

Unit: each

Commodity Code:0100842
Description: BAG MEDIUM P&E PLASTIC 9 X 12
Unit cost: \$0.58487
Unit: each

Commodity Code:0100843
Description: BAG LARGE P&E PLASTIC 10 X 15
Unit cost: \$0.66222
Unit: each

Commodity Code:0100844
Description: BAG EX-LARGE P&E PLASTIC 24 X 33
Unit cost: \$02.18103
Unit: each

UNIT COST AND UNIT OF ISSUE (For item-specific commodities, as in inventory items that have specific packaging and unit pricing, please contact Bill Mears, or Jim Higgins for specific instructions and number assignment)



MARICOPA COUNTY MATERIALS MANAGEMENT

MEMO: Procurement Summary

BID SERIAL TITLE: Custom Evidence Bags with Seal, Phx IFB 05-084 (NIGP Code 66500)

BID SERIAL NUMBER: 05086-IGA

DATE: 5/17/05

FROM: Andrea Stupka

BID OPENING DATE:	March 25, 2005
TYPE OF CONTRACT:	City of Phoenix
NUMBER OF RESPONSES:	Two (2)
CONTRACT TERMS:	Three (3) years
ESTIMATED VALUE OF CONTRACT	\$250,000.00

1. Two (2) bids were received for solicitation SERIAL 05086-IGA. The respondents were Culvapak, LTD (dba Bags of Bags) and Comade, Inc.
2. The purpose of the contract is to establish a means to purchase a variety of custom plastic evidence bags.
3. The bids were evaluated to select the lowest, responsive, responsible bidder overall.
4. Basis of Award: Cooperative purchasing agreement with the City of Phoenix (CS941238)
5. Recommendation is made for contract award to Culvapak, LTD. (dba Bags of Bags)

Procurement Officer Signature

Date

**CITY OF PHOENIX
IFB NO. 05-084 (KF)**

CUSTOM EVIDENCE BAGS WITH SEALS - REQUIREMENTS CONTRACT

Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

In order for your response to be considered, your firm must be in compliance with the City of Phoenix Ordinance G-3472 pertaining to Affirmative Action Programs, prior to the solicitation opening due date. Failure to comply with the reporting requirements of this ordinance will result in your response being rejected.

Check off each of the following as the necessary action is completed.

- ☐ 1. The requirements of City of Phoenix Affirmation Action Program Ordinance G-3472 have been met. Compliance forms are included in this bid packet. If currently in compliance, do not resubmit forms.
- ☐ 2. All forms have been signed.
- ☐ 3. The prices offered have been reviewed.
- ☐ 4. The price extensions and totals have been checked.
- ☐ 5. Any required drawings or descriptive literature have been included.
- ☐ 6. The delivery information block has been completed.
- ☐ 7. If required, the amount of the bid surety has been checked and the surety has been included.
- ☐ 8. The specified number of copies of your offer has been included.
- ☐ 9. Any addenda have been signed and are included.
- ☐ 10. The mailing envelope has been addressed to:
City of Phoenix
Purchasing
Eighth Floor
251 West Washington Street
Phoenix, Arizona 85003
- ☐ 11. The response will be mailed in time to be received no later than 2:00 p.m. Arizona time.

**CITY OF PHOENIX
IFB NO. 05-084 (KF)**

CUSTOM EVIDENCE BAGS WITH SEALS - REQUIREMENTS CONTRACT

The City of Phoenix invites sealed bids for Custom Evidence Bags with Seals – Requirements Contract for a three (3) year period commencing on or about May 1, 2005, in accordance with the provisions, specifications, and bidding instructions set forth in this Invitation for Bid and the attached General Bidding Instructions and Conditions of Purchase. Bids will be received by the Purchasing Division, Eighth Floor, 251 West Washington, Phoenix, Arizona 85003, **until 2:00 p.m., local time, Friday, March 25, 2005**, at which time they will be opened and publicly read. Late bids will not be considered.

In order for your bid or quotation to be considered, your firm must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Affirmative Action Program. Failure to comply with the reporting requirements of this ordinance will result in your bid being rejected. Firms are also responsible for maintaining their eligibility during the life of any contract and failure to do so may result in termination of the contract. The form is included in this IFB to assist you in complying with the ordinance. Any questions in regard to this Affirmative Action Program should be directed to the Affirmative Action Contractor Compliance Section of the Equal Opportunity Department, (602) 262-6790. The City of Phoenix extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business. Successful majority firms are expected to use disadvantaged, minority-owned and women-owned businesses in the subcontracting and purchasing of services and commodities that reflect the business community ethnic composition.

Any questions in regard to this bid should be directed to **Karen Fleming, Sr. Buyer, karen.fleming@phoenix.gov, or via phone at 602-262-4439**, Purchasing Division. **THE CITY CANNOT ACCEPT YOUR BID RESPONSE VIA FAX.**

INTERNET USERS: ALL ADDENDA FOR THIS BID WILL BE POSTED ON THE INTERNET AT www.phoenix.gov/FINBIDS. THE PURCHASING DIVISION WILL ENDEAVOR TO SEND EMAIL NOTIFICATION OF ADDENDA TO THOSE BIDDERS WHO HAVE DOWNLOADED THE INVITATION FOR BID. **IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY THAT THEY HAVE ALL ADDENDA PRIOR TO SUBMITTING THEIR OFFER.** THE CITY CANNOT ACCEPT YOUR BID RESPONSE VIA FAX.

The city's Purchasing Division will post preliminary tabulations within five (5) calendar days of the advertised bid opening at www.phoenix.gov/FINTABS. The information on the preliminary tabulation will be posted as it was read during the bid opening. The city makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the city has completed its evaluation, an award recommendation will be posted. The award recommendation will replace the preliminary tabulation.

This publication is available in the following alternative formats: Large Print, Braille, Audio-Tape, or Computer Diskette. Please call the Purchasing receptionist at (602) 262-7181 or FAX number (602) 534-1933 for assistance.

1. ADDITIONAL CONDITIONS OF PURCHASE

1.1. FOB POINT

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): City of Phoenix Property Management Bureau, 100 E. Elwood, Phoenix, AZ 85040 or as otherwise designated.

1.2 PRICE (Price Increase Allowance Methodolgy)

January 1 of each calendar year the raw material cost will be examined for price adjustment consideration. The adjustment may be requested by either the City or the Supplier. For consideration of this adjustment, the bidder shall, with their bid, provide a list of raw materials that may be affected under this clause.

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CUSTOM EVIDENCE BAGS WITH SEALS - REQUIREMENTS CONTRACT

Only adjustments greater than 6% from the previous basis will be considered, and only when supported by verifiable industry documentation.

1.3 METHOD OF ORDERING – CITY OF PHOENIX

Individuals specifically authorized by the Deputy Finance Director, Purchasing Division will place verbal orders direct to contractor without a purchase order number, but must provide a contract order release (COR) number to the contractor at the time of verbal order placement. Contract order releases will not be mailed to the Contractor. Vendor invoices, packing slips, and delivery tickets must contain the City CR number. A written purchase order will not be issued.

Any single order required by the City of Phoenix that will exceed \$35,000 must be approved by the Purchasing Division, prior to completion of the order. The Contractor is required to obtain this approval by contacting the buyer listed in the IFB/contract. The City will not be obligated to pay for any orders completed by the Contractor that do not comply with this ordering provision.

1.4 METHOD OF PAYMENT (COR) CITY OF PHOENIX

Payment to be made from Vendor's invoice, and a copy of the signed delivery invoices, submitted to cover items received and accepted against the contract release. Invoices must contain the CR number. The invoice shall be included with each delivery, or promptly mailed directly to the ordering department.

1.5 METHOD OF INVOICING – ALL ORDERS

Invoice must include the following:

- 1) City purchase order number, requisition number, or contract agreement number.
- 2) Items listed individually by the written description and part number.
- 3) Unit price, extended and totaled.
- 4) Quantity ordered, back ordered, and shipped.
- 5) Applicable tax.
- 6) Invoice number and date.
- 7) Requesting department name and "ship-to" address.
- 8) Payment terms.
- 9) FOB terms.

1.6 ORDERING CONDITION

Bidder agrees to extend all terms and conditions of his offer to any other public and/or governmental agency in Arizona, and hereby agrees to supply the products/services as described in Section 2, Scope of this bid, to the applicable city(s). The applicable city(s) will submit their orders directly to the successful bidder(s). Invoices shall be tendered to the applicable city(s) in their prescribed form and payment shall be made by them.

1.7 COOPERATIVE PURCHASING ORDERS

Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the ordering Agency's Purchasing Division. All contractor invoices and packing/delivery tickets must reference the City of Phoenix IFB 05-084 or contract number.

1.8 COOPERATIVE PURCHASING – COLLECTIVE PRICING DISCOUNTS

The Scope is prepared with the intent to allow flexibility in the specifications for multiple users, and to obtain the best overall discounted pricing for quantity manufacturing. In order to assure the greatest price advantage, it shall be acceptable for the vendor to collect all orders throughout a given calendar quarter,

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CUSTOM EVIDENCE BAGS WITH SEALS - REQUIREMENTS CONTRACT

and then begin production the first workday of the following quarter, with delivery to all entities within 45 calendar days.

1.9 CUMULATIVE VOLUME DISCOUNT OR REBATE PROGRAM:

It is the intent of the City of Phoenix to award a contract that employs both cumulative and rebate programs. Once selected, the program would consist of a cumulative, permanent, volume discount and an annual rebate to the City of Phoenix for those purchases against the contract in excess of the established baseline pricing of \$190,000 annually; payable in US dollars.

1.10 REPORTING

Successful Bidder shall, after the first 6 month period, report semi-annually on the number of orders processed under the resulting contract. The format shall identify each governmental agency by department and items ordered/quantity. This report will be submitted to the City of Phoenix Purchasing Division, Attn: Karen Fleming, Senior Buyer, at 251 W. Washington St., Phoenix, AZ 85003. The purpose of this report is to establish and identify a rebate amount.

1.11 BID INCENTIVE FOR PRODUCTS/SERVICES OFFERED BY A CERTIFIED MINORITY OWNED BUSINESS ENTERPRISE (MBE) OR WOMAN OWNED BUSINESS ENTERPRISE (WBE)

In accordance with the Phoenix City Code 18-204, a 5% bid incentive will be given to local (Maricopa County) certified MBE or WBE firms competing for contracts valued up to \$250,000, or a 2.5% bid incentive for contracts over \$250,000 but under \$500,000. In determining the lowest responsive and responsible bid or proposal, any bid or proposal submitted by a local certified MBE or WBE firm shall be adjusted by reducing the price(s) of such bidder or proposer by the applicable bid incentive, provided the MBE/WBE firm was certified at the time of the bid opening. This adjustment shall be solely for the purpose of establishing the apparent low bidder or proposer. The actual value of any contract awarded shall be the amount of the actual bid or proposal submitted by the MBE or WBE. To be eligible for the price preference, MBE or WBE firms must be certified as such by the City's Equal Opportunity Department, under the conditions set forth in Ordinance G-3695.

NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE EQUAL OPPORTUNITY DEPARTMENT TAKES SEVERAL WEEKS. PLEASE CONTACT THE EQUAL OPPORTUNITY DEPARTMENT AT (602) 262-6790.

1.12 BID INCENTIVE FOR JOINT VENTURES INVOLVING CERTIFIED MBE OR WBE FIRMS

In accordance with the Phoenix City Code 18-204, any qualified joint venture shall receive a 5% bid incentive when competing for contracts valued up to \$250,000, or a 2.5% bid incentive for contracts over \$250,000 but under \$500,000, when local certified MBE or local certified WBE participation equals or exceeds thirty-five percent (35%) of the Joint Venture (JV). The MBE or WBE Joint Venture partner must be responsible for a clearly defined portion of the work to be performed. This portion must be set forth in detail separately from the work to be performed by the non-MBE or non-WBE JV partner.

The MBE/WBE JV partner's work must be assigned a commercially reasonable dollar value and use its own employees and equipment. The MBE/WBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV, in direct proportion to its stated level of JV participation. The MBE/WBE JV partner must perform work that is commensurate with its experience. The MBE/WBE JV partner must be a certified local vendor by the City's Equal Opportunity Department at the time of the bid opening.

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To be considered, the bidder or proposer must so state in writing with their bid or proposal response, their intention to perform the contract under a Joint Venture arrangement with a certified local MBE or WBE firm and must have applied for Joint Venture Certification by the City's Equal Opportunity Department, **PRIOR TO THE BID OPENING DATE AND TIME**. The price preference will not be applied to bids or proposals submitted on a joint-venture basis, if the application for certification was not received by the Equal Opportunity Department prior to the bid opening date and time. Contact Rosemary Ybarra-Hernandez, Management Assistant, (602) 261-8551; FAX (602) 534-1785, to apply for certification as an MBE/WBE Joint Venture.

NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE EQUAL OPPORTUNITY DEPARTMENT TAKES SEVERAL WEEKS. PLEASE CONTACT THE EQUAL OPPORTUNITY DEPARTMENT AT (602) 262-6790.

1.13 ESTIMATED QUANTITIES-City of Phoenix Usage

Quantities listed are the Buyer's best estimate and do not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10% without the express written approval of the Purchasing Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Purchasing Division, for dollar amounts in excess of the estimated dollar amounts shall be void if the written approval of the Purchasing Division was not received prior to the Contractor's performance.

1.14 DETERMINATION OF LOW BID

Award will be based on Buyer's calculation of a worksheet that has been created for this purpose. The worksheet will not be available until bid opening.

1.15 PRICE PREFERENCE FOR PRODUCTS MANUFACTURED FROM RECYCLED MATERIALS

In accordance with Resolutions 17679 and 18054, a preference is given to any bidder(s) offering a product manufactured from recycled products, provided that the product will perform in accordance with applicable specifications, is available within a reasonable length of time, is suitable for its intended purpose, is produced from a sufficient percentage of post consumer waste materials, and the price for the product is not more than 10% more than the cost of the competing product made from virgin materials. If a paper product is being purchased, then the City may grant up to a 15% price preference for any paper product offered, that contains more than a 10% content of post consumer waste materials. The additional percentage of price preference will be applied on an incremental basis. That is, a paper product with a post consumer waste content of 11% would be granted an 11% price preference, a paper product with a 12% content would be granted a 12% price preference, and so on, up to a maximum of 15%.

Post consumer waste materials are defined as only those materials that come from products generated by a consumer which have served their intended end-uses and have been separated or diverted from solid waste for the purpose of collection, recycling and disposition. Wastes generated during production of an end product are excluded. The City will be the sole judge of the suitability of any recycled products offered, and whether or not the price preference should apply.

Vendors submitting bids for products made from recycled materials **MUST** so state in their bid solicitation response.

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1.16 OPTION TO EXTEND

The City may, at their option and with approval of the Contractor, extend the period of this agreement up to two (2) additional year(s), in one-year increments. Contractor shall be notified in writing by the Deputy Finance Director, Purchasing Division of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period.

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CUSTOM EVIDENCE BAGS WITH SEALS - REQUIREMENTS CONTRACT

2.0 SCOPE:

Manufacture a variety of custom plastic evidence bags for the City of Phoenix Police Department in accordance with specifications provided in the solicitation for a three year period. The City may extend the contract for an additional two years in one-year increments. Bags must maintain quality standards for a minimum of 5-years as evidenced by proof of testing for a similar application.

2.1 MATERIAL

Evidence bags are made of either a Poly/Poly or a Paper/Poly material. Quantities estimated are based solely on the City of Phoenix past procurement history. Other governmental entities have either purchased under the former contract or have expressed an interest in utilizing the contract in the future.

2.2 EVIDENCE BAG SPECIFICATIONS:

2.2.1 Material Description (Poly/Poly)

Flat Bar HS Pouch

Top Web: 48ga Polyester/3.25mil LDPE

Bottom Web: Print/48ga Polyester/3.25mil LDPE

Printed 2 colors: White/Black

Print Location: On bottom web, non tape side, 1-1/2" +-1/8" from top of pouch left side of box.
1" +-1/8" from right side of pouch to top of box.

Seal Width: 3/8" +-1/8"

Top Seal Width: 3/8"

All poly/poly bags shall include two (2) color printing on one (1) side. Price indicated shall be for both bag and custom label.

Seal Strength Requirements:

ARO "H20 (SP): 49 min 55 TGT

Burst (PSI): Minimum .69

Seal Strength: Minimum 4.4

Self Seal Adhesive Tape:

Use 1-3/8" White Backed Self-Seal tape with 1/2" dry edge. Tape is printed with "Please Peel & Seal". Tape is positioned Print Side Down, flush to -1/8" from the edge of the pouch. Tape and Slit are applied to unprinted side of the pouch.

Tape Specifications:

Face: 60# High Gloss

Basis Weight (#25/38-500)

Caliper (mils) 4.0

Tear, MD (grams) 60

Tear, CD (grams) 65

Tensile, MD (#/IN) 28

Tensile, CD (#/IN) 18

Adhesive: A106B (General purpose hot melt increased coating weight)

Coating Weight	(lbs/300 ft)	19+-2	3STM-03C
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180 Peel	(20min dwell)(lb/in)	6.1	PSTC#1
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Loop Tack	(oz/in)	120	TLMI 1-1B1
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Shear (1kg)	(min/in)	8400	
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Min Temp	(F)	+40	
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Service Temp	(F)	-50/+150	
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FDA Conformance		21CFR175.105	
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Liner: 50# C1S

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Basis Weight (#/24x36-500)	53
Caliper (mils)	3.2
Tear, MD (grams)	63
Tear, CD (grams)	62
Tensile, MD (#/IN)	41
Tensile, CD (#/IN)	20

L-2 line 180 degrees liner release (GMS/2" GUM) 15-603STM-01-C

Slit Location:

Slit- 1/2" +1/8" -0" from the inside edge of the top seal. Slit can be allowed through entire side seal. Slit must be in the seal to prevent the film from tearing down the inside edge of the seals. Pouch is sealed on all four (4) sides.

Sizes Required:

			2-Year Actual
Part Number	O.D. Dimension	I.D. Dimension	2003-2004 Purchase Qty
EVD3654	10-1/4" x 5-7/16"	9-1/2" x 4.5625"	239,500 ea
EVD3704	9-3/4" x 13-3/16"	9" x 12.375"	108,000 ea
EDV3753	10-3/4" x 16-3/16"	10" x 15.4375"	65,000 ea
EDV4009	24" x 33"	23" x 32.125"	124,000 ea

2.2.2 Material Description (Poly/Paper)

Flat Bar HS Pouch

Top Web: 48ga Polyester/3.25mil LDPE

Bottom Web: Print/45 lb Autoclaveable High Grade Medical Paper

Printed 1 color: Black

Print Location: On bottom web (paper side), non tape side, 1-1/2" +-1/8" from top of pouch left side of box. 1" +-1/8" from right side of pouch to top of box.

Seal Width: 3/8" +-1/8"

Top Seal Width: 3/8"

All poly/paper bags shall include one (1) color printing on one (1) side. Price indicated shall be for both bag and custom label.

Seal Strength Requirements:

ARO "H20 (SP): 10 min 28 TGT

Self Seal Adhesive Tape

Use 1-3/8" White Backed Self-Seal tape with 1/2" dry edge. Tape is printed with "Please Peel & Seal".

Tape is positioned Print Side Down, flush to -1/8" from the edge of the pouch. Tape and Slit are applied to unprinted side of the pouch.

Tape Specifications:

Face: 60# High Gloss

Basis Weight (#25/38-500)

Caliper (mils) 4.0

Tear, MD (grams) 60

Tear, CD (grams) 65

Tensile, MD (#/IN) 28

Tensile, CD (#/IN) 18

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Adhesive: A106B (General purpose hot melt increased coating weight)
Coating Weight (lbs/300 ft) 19+-2 3STM-03C
180 Peel (20min dwell)(lb/in) 6.1 PSTC#1
Loop Tack (oz/in) 120 TLMI 1-1B1
Shear (1kg) (min/in) 8400
Min Temp (F) +40
Service Temp (F) -50/+150
FDA Conformance 21CFR175.105

Liner: 50# C1S
Basis Weight (#/24x36-500) 53
Caliper (mils) 3.2
Tear, MD (grams) 63
Tear, CD (grams) 62
Tensile, MD (#/IN) 41
Tensile, CD (#/IN) 20
L-2 line 180 degrees liner release (GMS/2" GUM) 15-603STM-01-C

Slit Location:

Slit- 1/2" +1/8" -0" from the inside edge of the top seal. Slit can be allowed through entire side seal. Slit must be in the seal to prevent the film from tearing down the inside edge of the seals. Pouch is sealed on all four (4) sides.

Sizes Required:

			2-Year Actual
Part Number	O.D. Dimension	I.D. Dimension	2003-2004 Purchase Qty
EVD3759	10-3/4" x 16-3/16"	10" x 15.4375"	15,000 ea
EVD3803	10-1/4 x 5-7/16"	9-1/2" x 4.5625"	40,000 ea
EDV3855	9-3/4" x 13-3/16"	9" x 12.375"	0 ea*
EDV3951	20.75 x 31"	20" x 30.125"	4,345 ea

*total quantity ordered since 1998 history: 37,000 ea

2.2.3 Standard LDPE Rifle Bag

TAC1252
12" x 51" +2" lip
No side seals
Perm. Tape Adhesive Strip
6 mil LDPE
Printed 2 colors: White & Black

Actual Two Year Quantity: 5,500 EA

2.3 GENERIC BAG OPTION

2.3.1 Ordering Process

Orders will be placed by public entities by the last day of every quarter for delivery within 45 (forty five) days into respective next quarter - January, April, July, and October.

2.3.2 Price

The price for billing will be based on the total quantity of all orders combined as submitted in accordance

CITY OF PHOENIX
IFB NO. 05-084 (KF)

CUSTOM EVIDENCE BAGS WITH SEALS - REQUIREMENTS CONTRACT

with 2.3.1, and a rebate will be granted to the administrative contract entity.

2.3.3 Variations of Bag

Orders may be for unprinted evidence bags with or without custom labels. All bags shall be provided with labels.

2.3.4 Custom Labels

A minimum of 1,000 labels is required for any custom order.

2.3.5 Label Specifications

Labels shall be a flat white (write surface) with black print. The standard label size is 4.5”w x 3” h and will be provided on rolls. Label shall be high contact that cannot be removed once the label is applied to the evidence bag.

2.4 **BAG PRINTING REQUIREMENTS**

2.4.1 The manufacturer shall create custom printing plates as required for new contract users. The cost to prepare the plate shall be offered as a one-time charge and shall include all changes that may be required throughout the life of the contract. The plate charge shall be shown on the initial purchase order and paid upon completion of initial order.

2.4.2 Prices provided in the Bid Schedule shall be for bags only, without custom print. Printing shall be ordered as an option and priced as a separate charge.

2.5 **QUANTITIES PER ORDER**

Minimum order for any type of bag is identified in the bid schedule. Quantities will be ordered in even increments of 500.

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Phoenix, Arizona**

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OPENING DATE AND TIME	-	FRIDAY, MARCH 25, 2005, 2:00 P.M. LOCAL TIME

BIDDER'S OFFER

3. SUBMITTALS

In order to be considered, bidder must complete and submit their bid on this form to the City of Phoenix Purchasing Division at the Eighth Floor, 251 West Washington, Phoenix, Arizona 85003, by no later than the opening date and time cited above. Please identify as a sealed bid in accordance with the instructions of Provision 2 of General Bidding Instructions and Conditions of Purchase.

Bidder is to detach and retain the General Bidding Instructions and Conditions of Purchase, Additional Conditions of Purchase, Scope and attachments from this form entitled "Bidder's Offer". Only this "Bidder's Offer" form is to be returned which offer shall incorporate by reference the General Bidding Instructions and Conditions of Purchase, Additional Conditions of Purchase, Scope and attachments.

PLEASE SUBMIT ONE ORIGINAL AND THREE (3) COPIES OF COMPLETED BIDDER'S OFFER FORM. THE CITY CANNOT ACCEPT YOUR BID RESPONSE VIA FAX.

Bids submitted as "acceptable alternates" should include detailed product or service literature, suitable for evaluation by the City. **IF THE MATERIAL, EQUIPMENT, OR SERVICE YOU INTEND TO OFFER HAS SIGNIFICANT VARIATIONS FROM THE SPECIFICATIONS STATED IN THIS INVITATION FOR BID, PLEASE READ PROVISIONS 13, 14, AND 15 OF THE GENERAL BIDDING INSTRUCTIONS AND CONDITIONS OF PURCHASE AND FOLLOW THE INSTRUCTIONS ACCORDINGLY.**

The City will not be responsible for any Bidder errors or omissions.

This offer shall remain in effect for a period of 90 calendar days from the bid opening date and is irrevocable.

Award will be made to the lowest responsive and responsible bidder(s).

COMPANY NAME _____

CITY OF PHOENIX
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BIDDER'S OFFER

3.1 BID PRICE AND DELIVERY SCHEDULE

NOTE: DO NOT INCLUDE ANY SALES, USE, OR FEDERAL EXCISE TAX IN YOUR BID. THE CITY IS EXEMPT FROM THE PAYMENT OF FEDERAL EXCISE TAX AND FOR BID EVALUATION PURPOSES WILL ADD SALES OR USE TAX AS APPLICABLE. THE CITY OF PHOENIX SALES TAX REFUND WILL BE CONSIDERED IN THE EVALUATION OF BIDS RECEIVED FROM BIDDERS LOCATED IN THE CITY OF PHOENIX.

VENDORS WITH MULTIPLE SALES OUTLETS IN THE LOCAL AREA, SHOULD SUBMIT THEIR BID RESPONSE THROUGH THEIR PHOENIX OUTLET, TO AVOID THE COST DISADVANTAGE ASSOCIATED WITH THE SALES TAX IMPLICATIONS.

BID SCHEDULE - Poly/Poly and Poly/Paper Bags with Printing Price indicated shall be based on total quantity by size per quarter (order) collectively: Bidder shall enter quantity in the “Collective Quantity” column that identifies the next quantity discount level and price per each bag (indicating maximum production savings).

Item	Part Number	Quantity		Collective Quantity	Price
1	Poly/Poly	40,000 – 59,999	60,000 -79,999		
	EVD3654	\$ /ea	\$ /ea		\$ /ea
2	Poly/Poly	20,000 – 49,999	50,000 -79,999		
	EVD3704	\$ /ea	\$ /ea		\$ /ea
3	Poly/Poly	20,000 – 39,999	40,000 – 59,999		
	EDV3753	\$ /ea	\$ /ea		\$ /ea
4	Poly/Poly	2,500 – 9,999	10,000 - 19,999		
	EDV4009	\$ /ea	\$ /ea		\$ /ea

Item	Part Number	Quantity		Collective Quantity	Price
5	Poly/Paper	5,000 – 9,999	10,000 – 14,999		
	EVD3759	\$ /ea	\$ /ea		\$ /ea
6	Poly/Paper	35,000 – 49,999	50,000 – 65,999		
	EVD3803	\$ /ea	\$ /ea		\$ /ea
7	Poly/Paper	5,000 – 9,999	10,000 to 24,999		
	EDV3855	\$ /ea	\$ /ea		\$ /ea
8	Poly/Paper	2,000 – 4,999	5,000 – 9,999		
	EDV3951	\$ /ea	\$ /ea		\$ /ea

COMPANY NAME _____

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BIDDER'S OFFER**3.1 BID SCHEDULE CONTINUED:****Standard LDPE Rifle Bag w/Printing**

Item	Part Number	Quantity		Collective Quantity	Price
9		5,000 - 9,999	10,000 -14,999		
	TAC1252	\$ /ea	\$ /ea		\$ /ea

Custom printing per 1000

10	Custom Printing	1,000 - 59,999	60,000 – 119,999	120,000 and over
	Per 1,000 ea	\$ /m	\$ /m	\$ /m

Print Plate

11	Print Plate Set-up Charge	\$ /ea

Rebate Program to City of Phoenix:**Applied when total orders for bags exceed \$190,000 annually (less sales tax).**

_____%

COMPANY NAME_____

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BIDDER'S OFFER

3.2 PAYMENT TERMS

Bidder offers a prompt payment discount of _____% _____ calendar days or _____% _____ PROXIMO (Select One), to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 calendar days, either PROXIMO or regular, will not be considered in the price evaluation of your bid. Payment terms offering 20 calendar days or more, will be considered in the bid evaluation process.

ANY PROMPT PAYMENT TERMS OFFERED MUST BE CLEARLY NOTED BY THE CONTRACTOR ON ALL INVOICES SUBMITTED TO THE CITY FOR THE PAYMENT OF GOODS OR SERVICES RECEIVED.

3.3 AWARD

Award will be made on an "all or none" basis. Prices must be shown for each item listed. Bids submitted without individual item prices listed will be considered as non-responsive and rejected.

3.4 CUSTOMER REFERENCE LISTING

Contractor's shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service for custom manufactured plastic evidence bags.

Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____

Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____

Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____

COMPANY NAME _____

CITY OF PHOENIX
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BIDDER'S OFFER

3.5 CERTIFICATIONS

In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

Bidder certifies it is a: proprietorship ____; partnership ____; corporation ____.

Arizona Sales Tax No. _____

Use Tax No. for Out-of-State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. _____

Bidder certifies that he has read, understands, and will fully and faithfully comply with this invitation for bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Company's Legal Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free Number _____

E-mail Address _____

Authorized Signature _____

Printed Name and Title _____

MAILING ADDRESSES (If different from above)

Purchase Order:

Name _____

Address _____

City, State and Zip Code _____

Payment Address: (If different from above)

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the General Bidding Instructions and Conditions of Purchase.

Name _____

Address _____

City, State and Zip Code _____

COMPANY NAME _____

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3.6 CERTIFICATION OF RECYCLED PRODUCTS

It is hereby certified that the products offered in IFB05-084(KF) number contain no less than 10% post consumer recycled material. Post consumer waste materials are defined as only those materials that come from products generated by a consumer which have served their intended end-uses and have been separated or diverted from solid waste for the purpose of collection, recycling and disposition. Scrap generated as part of the manufacturing process and routinely used by the manufacturer to make additional products, does not qualify as post consumer recycled material. The City will be the sole judge of the suitability of any recycled products offered, and whether or not the price preference should apply.

It is further certified that the following post consumer recycled materials are used in the product and in the percentage content indicated.

Post Consumer Recycled Material(s) Used: _____
(Example: milk jugs, newspapers, etc.)

Total content: _____ %
(please enter percent of total post consumer recycled material used to manufacture the product.)

Source(s) of recycled material: _____
(name, address, contact, and phone number) _____

Certified by (Bidder):
Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COMPANY NAME _____



GENERAL BIDDING INSTRUCTIONS
AND CONDITIONS OF PURCHASE
(Commodities and Capital Equipment)

Effective Date: February 2, 2000

AFFIRMATIVE ACTION IN EMPLOYMENT

Bidders must be in compliance with Phoenix City Code, Chapter 18, Article V, as amended, Affirmative Action Program. For information, contact The Equal Opportunity Department.

DEFINITIONS: Buyer - City of Phoenix; City Purchasing Division

Seller - The Successful Bidder; Contractor; Proposer; Supplier

Solicitation - Invitation for Bid (IFB); Request for Proposal (RFP); Request for Quotation (RFQ)

1. **APPLICABILITY** - All items embodied herein are applicable to this invitation for and any resulting contract, unless otherwise stipulated.
2. **MARKING OF ENVELOPES** - Solicitation responses shall be contained in a sealed envelope, plainly marked and identified by the material or service description, bid number, and bid opening date and time.
3. **LATE RESPONSES NOT CONSIDERED** - Responses received after the stipulated opening date and time will not be considered.
4. **USE OF CITY'S FORM REQUIRED** - All responses must be made on applicable City forms and duly signed by an authorized representative of the bidder.
5. **TELEGRAPHIC RESPONSES** - Telegraphic responses will be considered only when received prior to the opening deadline and are reasonably confirmed on the City's bid form. If a bid surety is required, it must also be received prior to the bid opening deadline. **FAX RESPONSES ARE NOT ACCEPTABLE FOR THE SUBMISSION OF RESPONSES TO IFB'S OR RFP'S.**
6. **IMPORTANCE OF RESPONDING** - If you do not wish to respond to this solicitation, please provide written notification of your decision. Failure to do so will result in deletion of your name from the City's mailing list. Vendors that do not respond when they receive a solicitation may be deleted from the Bidder's list for that commodity or service. A NO BID is considered to be a response. To be returned to the Bidder's list after having been deleted, the vendor must submit a new Bidder's Mailing List Application form.
7. **F.O.B. POINT** - All prices are to be quoted F.O.B. delivered, unless otherwise specified in the Scope section of this solicitation.
8. **VARIATION IN QUANTITY** - Variations in the quantities ordered must be approved in writing by the Deputy Finance Director.
9. **UNIT PRICE TO PREVAIL** - Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
10. **ITEM BASIS AWARD** - Unless otherwise indicated, award will be made on an item basis unless the Bidder specifically states "all or none" for any group or combination of items. Award on the basis of "**all or none**" will be made only if the result is to the advantage of the City.
11. **PRICE CORRECTIONS** - All prices and notations shall be written in ink or typed. Changes or corrections made on the solicitation response forms must be initialed in ink by the individual signing the response. No corrections will be permitted after solicitation responses have been opened.
12. **USE OF BRAND NAME REFERENCES** - The use of brand names or manufacturer's catalog references shall be construed as a quality level, method and type of performance, and does not indicate that the item cited is mandatory, unless otherwise stated in the specifications.

13. **TECHNICAL SPECIFICATIONS** - Technical specifications define the minimum acceptable standard. Solicitation responses received which do not meet or exceed the specified minimal standards will be rejected.
14. **ALTERNATE BIDS (REQUEST FOR CHANGES TO SPECIFICATIONS)** - Bidders are reminded that the specifications stated are the **minimum** level required and that bids submitted must be for products or services that **meet or exceed** the minimum level of **all** features specifically listed in this IFB. Bids offering less than the minimums specified are not responsive and should not be submitted.

In the event you have products which do not meet the specified minimum features in solicitation and you feel your product would be suitable for use by the City for the City's intended purposes, you should submit a written request for changes at least ten (10) calendar days prior to the bid opening date. The request for changes must be submitted to the Deputy Finance Director, Purchasing Division.

THE CITY WILL BE THE SOLE JUDGE OF THE ACCEPTABILITY OF THE CHANGES REQUESTED.
15. **RESTRICTIVE PROVISIONS** - If provisions of the detailed specifications preclude an otherwise qualified bidder from submitting a bid, a written request for modification must be received by the City's Deputy Finance Director at least ten (10) calendar days prior to the bid opening. All bidders will be notified by an addendum to the invitation for bid of any approved specification changes.
16. **DEFAULT** - In case of default by the bidder, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
17. **TERMINATION FOR CONVENIENCE** - The City reserves the right to terminate any resulting order or contract upon thirty (30) days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items being purchased are truly unique and, therefore, not saleable or usable for any other application, the City will reimburse the Seller for actual labor, material and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process and completed but undelivered goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
18. **CONTRACT CANCELLATION** - All parties hereto acknowledge that this agreement is subject to cancellation by the City of Phoenix pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
19. **RESPONSIBILITY FOR CORRECTION** - It is agreed that the bidder shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Bidder agrees to give Buyer first priority. Bidder agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the sale at any time with full refund within 30 calendar days after notice of non-compliance and Bidder further agrees to be fully responsible for any consequential damages suffered by the City.
20. **WARRANTY** - Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during the period, if a defect should occur in any item, that item shall be repaired or replaced by the seller at no obligation to the Buyer, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The Bidder expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. Any sample or model submitted shall create an express warranty that the whole of the goods shall conform to the sample or model. All warranties shall survive acceptance and payment by the City.
21. **REJECTION OF SOLICITATION RESPONSES** - The City reserves the right to reject any or all responses received or any part thereof; to accept any response or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest. Any bidder objecting to the rejection of a bid, or portion thereof, must submit a written protest stating the reasons for the protest to the Deputy Finance Director within fifteen (15) calendar days from the date of the City's notice of intention letter.
22. **MAXIMUM PRICES** - The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Bidder certifies, by signing this bid, that the prices offered are no higher than the lowest price the Bidder charges other buyers for similar quantities under similar conditions. Bidder further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Bidder shall promptly notify the City of such price reductions.
23. **TAX EXEMPTION** - The City is exempt from paying Federal Taxes and will furnish an exemption certificate upon request.

24. **ERRORS OR OMISSIONS** - The City is not responsible for Bidder's errors or omissions.
25. **PROTEST OF AWARD** - Any person who has an objection to the awarding of a materials, commodities, or services contract to any bidder by the City of Phoenix, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Deputy Finance Director prior to award by the City Council.
26. **REMEDIES** - Buyer shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Seller shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
27. **ASSIGNMENT** - Neither an order nor monies due thereunder shall be assigned in whole or in part without the Deputy Finance Director's prior consent.
28. **ADDENDUMS** - The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, drawings or specifications, or contract documents. Any changes to the plans and specifications will be in the form of an addendum, which will be furnished to all bidders who are listed with the City as having received the invitation for bid or to any bidder who requests an addendum.
29. **EVALUATION LITERATURE** - Solicitation responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
30. **COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED** - Contractor understands and acknowledges the applicability of the IRCA to them. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit City inspection of their personnel records to verify such compliance.
31. **AFFIRMATIVE ACTION IN EMPLOYMENT** - Any supplier/lessee shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, disability, or otherwise commit an unfair employment practice. The supplier and/or lessee will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship as well as all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.
32. **CONTRACTS ADMINISTRATION** - Following award, Contractor shall contact the Purchasing Division for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Deputy Finance Director, Purchasing Division, is authorized to change or amend the specific terms, conditions or provisions of the agreement.
33. **RISK OF LOSS** - Seller agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this IFB which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Seller from any obligation hereunder.
34. **INDEMNITY PROVISION** - Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct or other fault of the indemnitor, its agents, employees or contractors.
35. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY)** - Quantities and dollar amounts listed are the Buyer's best estimate and do not obligate the Buyer to order or accept more than Buyer's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Purchasing Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Purchasing Division or designated representative, for quantities in excess of

the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.

36. **EMERGENCY PURCHASES** - The City of Phoenix reserves the right to purchase from other sources those items which are required on an emergency pick-up basis and cannot be supplied immediately from stock by the Contractor. **THIS CLAUSE IS APPLICABLE TO REQUIREMENTS CONTRACTS ONLY.**
37. **FUND APPROPRIATION CONTINGENCY** - The vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
38. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH** - Each installment or lot of the agreement, is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole. In the event of a breach, the City may effect the conditions of Provision 16, **DEFAULT**, of the General Bidding Instructions and Conditions of Purchase.
39. **BID AND PERFORMANCE SURETIES** - Unless otherwise indicated, bid and performance sureties are not required in this procurement.
40. **PRICE** - Unless otherwise indicated, all prices and discounts quoted shall be firm and fixed.
41. **METHOD OF ORDERING** - Issuance of written purchase orders by the Purchasing Division. Vendor shall deliver items only upon receipt of a written purchase order issued by the Purchasing Division. All vendor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
42. **PATENTS** - Seller agrees to defend Buyer at Seller's own expense, in all suits, actions or proceedings in which Buyer is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from Buyer's use of the goods purchased as a result of this Invitation for Bid. Seller further agrees to pay and discharge any and all judgements or decrees which may be rendered in any such suit, action, or proceedings against Buyer.

It is expressly agreed by Seller that these covenants are irrevocable and perpetual.
43. **SAMPLES** - Upon request, bidders are required to furnish a sample of the goods and/or service(s) to be supplied. Any sample submitted shall create an express warranty that the whole of the goods and/or service shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the bidder.
44. **PALLET CHARGE** - All pallets supplied shall be non-returnable, no deposit.
45. **INVENTORY LEVELS** - Bidder's inventory level of the item(s) offered may be a factor in the City's award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City's requirement. Failure to supply sufficient support may result in cancellation of the contract. **THIS CLAUSE APPLIES TO REQUIREMENTS CONTRACTS ONLY.**
46. **PERMITS** - If required by law, contractor shall be responsible for obtaining any and all permits required to perform the contract.
47. **BIDDER INCURRED COST** - The Bidder shall be responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation becomes the property of the City and will not be returned.
48. **NON-WAIVER OF LIABILITY** - The City of Phoenix, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any bidder submitting a bid herein agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
49. **APPLICABLE LAW** - Any and all disputes arising under any contract to be awarded hereunder which cannot be administratively resolved shall be tried according to the laws of the State of Arizona, and the Contractor shall agree that the venue for any such action shall be in the State of Arizona.
50. **ORGANIZATION - EMPLOYMENT DISCLAIMER** - The agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any

kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the seller in the performance of seller's obligations under the agreement are considered to be City's employees, and that no rights of City civil service, retirement or personnel rules accrue to such persons. The seller shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

51. **LIENS** - Because this is a public purchase, Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before City will make payment.
52. **CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST** - The City reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any bidder submitting a bid herein waives both any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court, any objections to the exercise of this right or disqualification by reason of real or apparent conflict of interest as determined by the City of Phoenix.
53. **PRICE PREFERENCE FOR PRODUCTS MANUFACTURED FROM RECYCLED MATERIALS** - In accordance with Resolutions 17679 and 18054, a preference is given to any bidder(s) offering a product manufactured from recycled products, provided that the product will perform in accordance with applicable specifications, is available within a reasonable length of time, is suitable for its intended purpose, is produced from a sufficient percentage of post consumer waste materials, and the price for the product is not more than 10% more than the cost of the competing product made from virgin materials. If a paper product is being purchased, then the City may grant up to a 15% price preference for any paper product offered, that contains more than a 10% content of post consumer waste materials. The additional percentage of price preference will be applied on an incremental basis. That is, a paper product with a post consumer waste content of 11% would be granted an 11% price preference, a paper product with a 12% content would be granted a 12% price preference, and so on, up to a maximum of 15%.

Post consumer waste materials are defined as only those materials that come from products generated by a consumer which have served their intended end-uses and have been separated or diverted from solid waste for the purpose of collection, recycling and disposition. Wastes generated during production of an end product are excluded.

The City will be the sole judge of the suitability of any recycled products offered, and whether or not the price preference should apply.

54. **GRATUITIES** - The City may, by written notice to the Contractor, terminate the right of the Contractor to proceed under any Agreement resulting from this solicitation upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such finds shall be an issue and may be reviewed in a competent court. In the event of such termination, the City shall be entitled to pursue the same remedies against the Contractor as the City could pursue in the event of default by the Contractor.
55. **AWARD** - Unless otherwise indicated, award will be made to the lowest responsive, responsible bidder.
56. **SUBCONTRACTING** – The Contractor agrees not to assign or subcontract any of the work or obligations required under any agreement unless the Contractor first obtains the written consent of the Deputy Finance Director, which may be withheld for good cause.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Commodities

SUPPLIERS AND LESSEES AFFIRMATIVE ACTION REQUIREMENTS

In order for your bid, quotation, or proposal to be considered, your firm must **comply with Phoenix City Code, Chapter 18, Article V, Suppliers and Lessees Affirmative Action Requirements** as indicated in Section 18-22 as follows:

Section 18-22 Requirements of Suppliers and Lessees.

- A. All suppliers and/or lessees covered by this article shall submit the following reports to the Equal Opportunity Department.
 - 1. Employer Information Report (Part A)
 - 2. Employer EEO Workforce Profile (Part B) or the most current Federal EEO-1 Report.
 - 3. An Affirmative Action Plan (Part C)
- B. Suppliers and lessees with less than fifteen (15) employees shall comply with this article by submitting a certificate on the report form prescribed by the Equal Opportunity Department.
- C. All suppliers and lessees shall have the reports specified in subsections (A) or (B) completed accurately and on file with the City prior to bid opening, proposal submission, request for quotation response, request for qualification response, or the date set forth as part of any other request-response process initiated by the City. The City reserves the right to verify the completeness and accuracy of forms submitted with any procurement package.
- D. The Equal Opportunity Department will evaluate the required submittal and determine whether the firm is responsive and responsible under this article and, therefore, eligible for the City business.
- E. In order to maintain on-going eligibility for City business, suppliers and lessees covered by this article shall submit, on an annual basis, the reports required under this article not later than twelve (12) months after the date of the supplier's or lessee's latest filing of record as determined by the Equal Opportunity Department.
- F. Failure of suppliers and lessees to meet requirements.
 - 1. Failure to comply with subsection (C) shall be cause for considering the bid or other response as nonconforming in a material respect with this article.
 - 2. Failure to maintain eligibility during the full term of a contract with the City shall authorize the cancellation, termination, and/or suspension of the contract.



CITY OF PHOENIX
EQUAL OPPORTUNITY DEPARTMENT
COMMUNITY AND BUSINESS RELATIONS DIVISION

Suppliers, Contractors, and Lessees wishing to enter into a business relationship with the City of Phoenix, must comply with either Article IV or V of Chapter 18 of the City Code, as appropriate.

Compliance is achieved by submission of the affirmative action reporting forms as indicated below:

Individuals or Firms Who Employ Fewer Than 15 people:

Complete only Part D

Your Company will be eligible to do business with the City for
24 months after the date our office receives the completed form.

Firms Who Employ 15 or More People:

1. Employer Information Report (Part A)
2. Employer EEO Workforce Profile (Part B)
3. An Affirmative Action Plan (Part C)

Your Company will be eligible to do business with the City for
12 months from the date our office receives the completed form.

These reports must be completed accurately and on file with the Equal Opportunity Department prior to bid opening, proposal submission, response to a request for quotation, response to a request for qualification or the date set forth as part of any other request-response process initiated by the City.

The above referenced reports must be submitted to:

Equal Opportunity Department
Community and Business Relations Division
251 W. Washington Street
Phoenix, AZ 85003-2107

Failure to comply with the affirmative action requirements outlined in the Articles will result in your being considered ineligible for any City business.

Questions may be directed to the City of Phoenix Equal Opportunity Department, Community and Business Relations Division at V/(602) 262-6790, TDD/534-1557, FAX 534-1785.

Thank you for your cooperation.

City of Phoenix
EQUAL OPPORTUNITY DEPARTMENT
COMMUNITY AND BUSINESS RELATIONS DIVISION

PHOENIX CITY CODE AFFIRMATIVE ACTION REQUIREMENTS

PART A: EMPLOYER INFORMATION REPORT

PLEASE PRINT OR TYPE

Firm
Name: _____

Local Street Address _____
City State Zip

Local Mailing Address: _____
(if different than above) City State Zip

Corporate Mailing Address: _____
(if different than above) City State Zip

Previous Address _____
City State Zip

Corporate Telephone: _____ Local Telephone: _____ FAX# _____

Type of Business: _____
(Examples: Electrical Contractor, Lessee, Computer Sales, Architect, or Office Supplies)

Name, title and telephone number of company's Equal Employment Opportunity Officer/person responsible for this report:

Corporate Officer: _____ Telephone Number: _____

Local Officer: _____ Telephone Number: _____

So that your record may be properly cross referenced in our file, please indicate in the space provided below other company names used. Failure to provide this information could result in your loss of City business.

CONTINUE TO PART B

PART B: EMPLOYER EQUAL EMPLOYMENT OPPORTUNITY (EEO) WORKFORCE PROFILE

PLEASE PRINT OR TYPE

Instructions:

Do you have employees in the Phoenix metropolitan area? (includes Phoenix, Tempe, Mesa, Chandler, Scottsdale, Paradise Valley, Glendale, Peoria, Tolleson, Litchfield, Avondale, Buckeye and Goodyear).

☐ Yes-Report only Phoenix Metro employees from your most recent payroll. If this is Less Than 15, use Part D, the Certificate of Less Than 15.

☐ No-Report all Corporate employees from your most recent payroll. Your latest Federal EEO-1 may be substituted.

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF COL. B THRU K) A	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) G	BLACK (NOT OF HISPANIC ORIGIN) H	HISPANIC I	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS											

FIRM
NAME _____

CONTINUE TO PART C

PART C: AFFIRMATIVE ACTION PLAN

PLEASE PRINT OR TYPE

Instructions: If your firm has an Affirmative Action Plan, please submit a copy. If not, please complete a plan on your company letterhead utilizing the outline below. Your firm will be reviewed by city staff to determine if you are complying with your plan.

AFFIRMATIVE ACTION PLAN

In order to comply with the Affirmative Action reporting requirements of Article IV or V of Chapter 18 of the Phoenix City Code, and to ensure equal employment opportunity, the following measures will be taken:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, gender, age or disability.
2. A complete up-to-date workforce profile which records employees by race or ethnicity, gender, and job classification will be maintained and annual reports will be submitted to the City of Phoenix Affirmative Action Division.
3. All employees will be advised at time of employment that the firm is an Equal Opportunity / Reasonable Accommodation Employer and that hiring, promotion or demotion is based only on the individual's qualifications and ability to perform the work.
4. The firm will cooperate with and support apprenticeship training programs based on strict non-discrimination.
5. The firm has appointed _____ to serve as the Equal Employment Officer who is authorized to supply reports and represent this firm in all matters regarding this affirmative action plan.
6. The name, address and phone number of the Equal Employment Officer will be posted in a conspicuous place or places. This Officer will be responsible for:
 - a. Seeking to utilize minorities, females and disabled individuals to the same degree as all others, based on the following factors.
 - (1) Percentage of minorities, females and disabled individuals in the companies workforce as compared with the labor market in the area.
 - (2) Local availability of minorities, females and disabled individuals having the skills we employ.
 - (3) Availability of promotable minorities, females and disabled individuals in our company.
 - (4) Existence of training institutions to train minorities, females and disabled individuals in the area.
 - (5) The internal skills training our company offers for minorities, females and disabled individuals.
 - b. Supervision of periodic audits of employment practices including: (1) applicant flow (2) promotion (3) training.
 - c. Contacts with recruitment sources for qualified minorities, females and disabled individuals. Notification to employees regarding promotions or vacancies to ensure equal opportunity.
 - d. Instruction of all supervisory personnel regarding their responsibility for equal employment opportunity and non-discrimination requirements.
 - e. Periodic reviews with all supervisory personnel to ensure that the program is being implemented at all levels.

SIGNATURE AND TITLE _____

FIRM NAME _____

DATE _____

City of Phoenix
EQUAL OPPORTUNITY DEPARTMENT
COMMUNITY AND BUSINESS RELATIONS DIVISION

**PHOENIX CITY CODE
AFFIRMATIVE ACTION REQUIREMENTS**

PART D: EMPLOYER OF FEWER THAN 15

PLEASE PRINT OR TYPE

Instructions: If your firm employs 14 or fewer employees, complete & return only this form.

CITY OF PHOENIX
EQUAL OPPORTUNITY DEPARTMENT
COMMUNITY AND BUSINESS RELATIONS DIVISION
251 W. WASHINGTON STREET
PHOENIX, AZ 85003

If you have any questions or require assistance, contact the Community and Business Relations Division at:
V/(602) 262-6790 * TDD / 534-1557 * FAX 534-1785

Firm Name: _____

Street Address: _____

City State Zip

Mailing Address: _____

City State Zip

Corporate Mailing Address: _____

City State Zip

Telephone No.: _____ FAX # _____

Previous Address: _____

City State Zip

So that your record may be properly cross referenced in our file, please indicate in the space provided below, other company names used.
Failure to provide this information could result in your loss of City business.

In accordance with Chapter 18 of the Phoenix City Code, Article IV or
V, I hereby certify that the above-named individual or firm currently employs

(insert number of employees).

PRINT NAME OF PERSON RESPONSIBLE FOR THIS REPORT.

SIGNATURE

TITLE

DATE

CITY OF PHOENIX
PURCHASING DIVISION
SUPPLIES CONTRACT SUMMARY

IFB NO. 05-084
AWARDED: 05/04/05

TITLE: CUSTOM EVIDENCE BAGS WITH SEALS

CONTRACT PERIOD: May 15, 2005, through May 31, 2008

COGNIZANT BUYER: Karen Fleming, Senior Buyer, (602) 262-4439, Purchasing Division

CONTRACT COORDINATOR: Bruce Borchert, Supplies Supervisor, (602) 256-4374, Police Department

ACTIVITY APPROVED TO PARTICIPATE: Police Department

METHOD OF ORDERING: Individuals specifically authorized by the Deputy Finance Director, Purchasing Division will place verbal orders direct to contractor without a purchase order number, but must provide a contract order release (COR) number to the contractor at the time of verbal order placement. Contract order releases will not be mailed to the Contractor. Vendor invoices, packing slips, and delivery tickets must contain the City CR number. A written purchase order will not be issued.

Any single order required by the City of Phoenix that will exceed \$35,000 must be approved by the Purchasing Division, prior to completion of the order. The Contractor is required to obtain this approval by contacting the buyer listed in the IFB/contract. The City will not be obligated to pay for any orders completed by the Contractor that do not comply with this ordering provision.

METHOD OF PAYMENT: Payment to be made from Vendor's invoice, and a copy of the signed delivery invoices, submitted to cover items received and accepted against the contract release. Invoices must contain the CR number. The invoice shall be included with each delivery, or promptly mailed directly to the ordering department.

FOB POINT: Destination and delivered, as required, to City of Phoenix Property Management Bureau, 100 East Elwood, Phoenix, AZ 85040 or as otherwise designated.

PRICE (Price Increase Allowance Methodology): January 1 of each calendar year the raw material cost will be examined for price adjustment consideration. The adjustment may be requested by either the City or the Supplier. Only adjustments greater than 6% from the previous basis will be considered, and only when supported by verifiable industry documentation.

OPTION TO EXTEND: Two (2) additional years, in one (1) year increments.

NOTE: Using department must monitor expenditures in accordance with F. D. Letter #206.

Manufacture a variety of custom plastic evidence bags for the City of Phoenix Police Department. Bags must maintain quality standards for a minimum of 5-years as evidenced by proof of testing for a similar application.

ORDERING CONDITION: Contractor agrees to extend all terms and conditions of his offer to any other public and/or governmental agency in Arizona, and hereby agrees to supply the products/services as described to the applicable city(s). The applicable city(s) will submit their orders directly to the contractor. Invoices shall be tendered to the applicable city(s) in their prescribed form and payment shall be made by them.

COOPERATIVE PURCHASING ORDERS: Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the ordering Agency's Purchasing Division. All contractor invoices and packing/delivery tickets must reference the City of Phoenix IFB 05-084 or contract number.

COOPERATIVE PURCHASING – COLLECTIVE PRICING DISCOUNTS: The Scope is prepared with the intent to allow flexibility in the specifications for multiple users, and to obtain the best overall discounted pricing for quantity manufacturing. In order to assure the greatest price advantage, it shall be acceptable for the vendor to collect all orders throughout a given calendar quarter, and then begin production the first workday of the following quarter, with delivery to all entities within 45 calendar days.

-continued-

-116A-

SPY116a
(03/11/05)

TITLE: CUSTOM EVIDENCE BAGS WITH SEALS
EXPIRES: May 31, 2008

IFB NO. 05-084

VENDOR: Culvapak, Ltd. d.b.a. Bags of Bags
23021 North 15th Avenue, Suite 100
Phoenix, AZ 85027

A. Culverhouse, Vice President
Phone (623) 434-1219
Fax (623) 434-4329
E-mail: aculverhouse@bagsofbags.com

VENDOR NO. 3044546
AGREEMENT NO. P-07759-08
TAX CODE: I1
TERMS: 1% 10 Days (10)
DELIVERY: 60 - 120 Days ARO***
FOB POINT: D (Dest.)

***Depending on Order Cycle

MATERIAL GROUP: 66500

ITEM NO.	PART NUMBER	QUANTITY		COLLECTIVE QUANTITY	PRICE
1.	Poly/Poly EVD3654	40,000 - 59,999	60,000 - 79,999	100,000	\$0.27793/Each
		\$0.36609/Each	\$0.31057/Each		
2.	Poly/Poly EVD3704	20,000 - 49,999	50,000 - 79,999	100,000	\$0.58487/Each
		\$0.79975/Each	\$0.64908/Each		
3.	Poly/Poly EVD3753	20,000 - 39,999	40,000 - 59,999	100,000	\$0.66222/Each
		\$0.86633/Each	\$0.77358/Each		
4.	Poly/Poly EDV4009	2,500 - 9,999	10,000 - 19,999	25,000	\$2.18103/Each
		\$5.11316/Each	\$2.59732/Each		
5.	Poly/Paper EVD3759	5,000 - 9,999	10,000 - 14,999	40,000	\$0.63821/Each
		\$0.80643/Each	\$0.71050/Each		
6.	Poly/Paper EVD3803	35,000 - 49,999	50,000 - 65,999	75,000	\$0.27537/Each
		\$0.35840/Each	\$0.30517/Each		
7.	Poly/Paper EVD3855	5,000 - 9,999	10,000 - 39,999	40,000	\$0.47316/Each
		\$0.59788/Each	\$0.52675/Each		
8.	Poly/Paper EVD3951	2,000 - 4,999	5,000 - 9,999	20,000	\$1.34249/Each
		\$1.99819/Each	\$1.49952/Each		

STANDARD LDPE RIFLE BAG W/PRINTING

ITEM NO.	PART NUMBER	QUANTITY		COLLECTIVE QUANTITY	PRICE
9.	TAC1252	5,000 - 9,999	10,000 - 14,999	25,000	\$0.81148/Each
		\$1.06250/Each	\$0.95900/Each		

CUSTOM PRINTING PER 1000

Inclusive in bag price (no charge)

PRINT PLATE

No charge - plates already produced

REBATE PROGRAM TO CITY OF PHOENIX: (Applied when total orders for bags exceed \$190,000 annually (less sales tax).)

ESTIMATED CONTRACT AMOUNT: \$271,168.00